

and the "ACKNOWLEDGMENT BY AUTHORIZED EMPLOYEE".

5. I further acknowledge that in the event I fail to abide by the terms as described above, Sony shall, in its sole discretion, be entitled to bring an action at law or in equity against Licensee to claim damages.

By signing below, I attest that I have read and understood this acknowledgment and the Agreement.

Signed: _____

Name: _____

Title: _____

Date: _____

cc: Memory Stick Business Center
 Micro Systems & Network Company
 Sony Corporation

EXHIBIT F
CONFIDENTIALITY AGREEMENT
ACKNOWLEDGMENT BY SUBCONTRACTOR

To: **(Company Name of Licensee)** (hereinafter referred to as "Licensee")

(Company Name of Subcontractor) (hereinafter referred to as "Subcontractor"), a corporation having a place of business at **(Address)**, hereby acknowledges and agrees that:

- (i) Licensee will disclose the technical information, which is provided by Sony Corporation (7-35, Kitashinagawa 6-chome, Shinagawa-ku, Tokyo 141-0001, Japan) and designated by Sony Corporation as "Highly Confidential Information" (hereinafter referred to as "Highly Confidential Information") under the agreement between Licensee and Sony Corporation, to Subcontractor only for the purpose of having Subcontractor design, develop and/or manufacture **(Licensee's Product Name)** for Licensee (hereinafter referred to as the "Purpose");
- (ii) Subcontractor shall keep the Highly Confidential Information in confidence and not disclose or disseminate it to any third party but may disclose to Subcontractor's full-time officers and employees who need to access the Highly Confidential Information (hereinafter referred to as "Authorized Employees");
- (iii) Subcontractor shall maintain on its premises a secure location in which the Highly Confidential Information shall be stored;
- (iv) Subcontractor shall not make copies or reproductions of the Highly Confidential Information; and
- (v) Subcontractor shall not convert the Highly Confidential Information into electronic data.

Subcontractor shall designate its full-time officers and employees who have an absolute need to know the Highly Confidential Information for the Purpose as "Authorized Employees", provided that the number of Authorized Employees does not exceed ten (10).

Subcontractor shall cause its Authorized Employees to read and execute the acknowledgment attached as Attachment A hereto prior to the disclosure of the Highly Confidential Information (the copy of such executed acknowledgment to be sent to Licensee).

The confidentiality obligations relating to Highly Confidential Information shall be in effect during the period commencing on the signature date hereof and ending ten (10) years after the last date of manufacture by any entity of any product implementing MG-R(SVR)..

By signing below, Subcontractor attests that Subcontractor has read and understood this acknowledgment.

Signed : _____

Name : _____

Title : _____

Signature Date : _____

CONFIDENTIALITY AGREEMENT
ACKNOWLEDGMENT BY AUTHORIZED EMPLOYEE

To: **(Company Name of Subcontractor)**

I, **(Person's Name)**, a full-time employee of **(Company Name Subcontractor)** (hereinafter referred to as "Subcontractor"), acknowledge that I have been designated by Subcontractor as an "Authorized Employee" (defined in acknowledgment executed by Subcontractor and on **(Month)**, **(Date)**, **(Year)** (hereinafter referred to as the "Subcontractor's Acknowledgment").

I acknowledge that I shall keep in confidence the Highly Confidential Information (defined in Subcontractor's Acknowledgment) in accordance with the terms and conditions of the Subcontractor's Acknowledgment during the period commencing on the signature date hereof and ending ten (10) years after the last date of manufacture by any entity of any product implementing MG-R(SVR).

I further acknowledge that in the event I fail to abide by the terms described above, Sony Corporation shall, in its sole discretion, be entitled to bring an action at law or in equity against **(Company Name of Subcontractor)** to claim damages.

By signing below, I attest that I have read and understood this acknowledgment and Subcontractor's Acknowledgment.

Signed : _____

Name : _____

Title : _____

Date : _____

cc : **(Company Name of Licensee)**

EXHIBIT G
REVOCATION PROCEDURES

1. Notice of Revocation. In the event that Revocation is requested, Sony shall promptly provide any Fellow Licensee to whom Sony or its designee had issued a Device Node Key for which Revocation has been requested with notice of such requested Revocation and a copy of the affidavit provided by the Revocation Initiators (defined below). If Licensee notifies Sony in writing that Licensee consents to such Revocation of any Device Node Key issued to it hereunder, or if Sony is required to Revoke pursuant to Paragraph 6.01(c) of the Agreement, Sony may take steps to Revoke the applicable Device Node Key.

2. Assent to Revocation/Dispute Resolution. No more than fifteen (15) calendar days after the date of notice from Sony, Licensee shall notify Sony whether Licensee desires to contest the grounds for such Revocation. If Licensee notifies Sony that it does not wish to contest the requested Revocation, or if Licensee fails to respond timely to the notice from Sony, the Revocation shall be deemed to be without objection and may proceed. If Licensee timely notifies Sony of its intent to object to the requested Revocation, Licensee shall submit a written statement, under oath, which sets out any facts which disprove or contradict Sony's stated grounds for Revocation ("Revocation Objection"). Within ten (10) business days after receipt of the Revocation Objection, Sony shall provide notice of the Revocation Objection and the Revocation Objection itself to the entity that requested the Revocation. Within thirty (30) days after receipt from the Sony of the notice of the Revocation Objection, the entity or entities that requested Revocation (the "Revocation Initiators") may initiate an arbitration in accordance with the provisions of Paragraph 5 of this exhibit to determine whether the requested Revocation may proceed.

3. Request for Revocation. Licensee may seek Revocation by providing proof in a sworn affidavit (the "Licensee Affidavit") of any of the facts relating to any particular Device Node Key issued to Licensee hereunder that would warrant Revocation of such certificate and satisfy one or more of the Revocation Criteria. The Licensee Affidavit shall be sufficiently detailed that Sony can determine solely on the basis of such affidavit whether the facts averred on their face would satisfy one or more of the Revocation Criteria.

4. Indemnification. If Licensee has sought Revocation, it shall indemnify and hold harmless and, at Sony's option, defend Sony, any Content Participant that carries the Revocation Information applicable to such Revocation, each of their

respective Affiliates, and each of their officers, directors, equivalent corporate officials, employees, representatives and agents ("Indemnified Parties") from and against any and all (i) claims, actions, suits, proceedings or litigation and any losses, deficiencies, damages, liabilities, costs and expenses associated therewith, including but not limited to reasonable attorneys' fees and expenses, arising out of the Revocation of any Device Node Key for which Licensee had sought Revocation and (ii) other costs or expenses incurred by the Indemnified Parties in connection with such Revocation, including but not limited to any costs and expenses associated with the generation and distribution of information necessary to effect such Revocation and any amounts paid by Sony to Licensees' affected customers or any other entity on account of such Revocation. Sony may require a bond or security reasonably anticipated for such costs.

5. Arbitration Procedures.

(a) The parties to the arbitration brought pursuant to Paragraph 2 of this exhibit shall be the Arbitrating Content Participants, the affected Fellow Licensee(s), if any, that objected to the Revocation pursuant to their respective Hardware Adopter Agreement and/or any designee(s) that such Fellow Licensee(s) may designate (such Fellow Licensees and designees, collectively, the "Affected Licensees") and/or, at its election, Sony (collectively, the "Arbitrating Parties"). The Arbitrating Content Participants shall bear the burden of proof in demonstrating, by a preponderance of the evidence, that one or more of the Revocation Criteria have been satisfied.

(b) There shall be a sole arbitrator, who shall be selected by the Arbitrating Parties from the National Panel of Commercial Arbitrators of the American Arbitration Association within fourteen (14) days of the initiation of arbitration; provided, however, that in the event the Arbitrating Parties cannot agree on a sole arbitrator within such fourteen (14)-day period, the Arbitrating Content Participants, on the one hand, and the other Arbitrating Parties, on the other hand, shall each, promptly thereafter, select one arbitrator from the National Panel of Commercial Arbitrators of the American Arbitration Association and those two arbitrators shall jointly select a third arbitrator from the National Panel of Commercial Arbitrators of the American Arbitration Association, who shall serve as the presiding arbitrator and chairperson of such arbitration.

(c) The arbitrator(s) is (are) empowered solely to determine (a) whether one or more of the Revocation Criteria have been satisfied and (b) if so, only in the circumstance set forth in clause (x) of this Paragraph 5(c), whether Revocation is warranted. Any such determination by the arbitrator(s) shall be final and binding on the parties to the arbitration, and on Sony, if it is not a party to the arbitration, except that

whether the arbitrator(s) exceeded his her, or their, authority as specifically described in this Paragraph 5, shall be fully reviewable by a court of competent jurisdiction. In any such arbitration, the Affected Licensee(s), if any, may introduce evidence solely to support the position that one or more of the Revocation Criteria have not been satisfied. In the event that the Arbitrator(s) determine(s) that the Revocation Criteria set forth in Paragraph 6.01 of the Agreement have been satisfied, (x) if Sony is a party to the arbitration and objects to Revocation, it shall have the burden of demonstrating, by a preponderance of the evidence, that Revocation is not warranted, and if Sony fails to meet such burden, Revocation shall be deemed warranted and (y) if Sony is not a party to the arbitration, Revocation shall be deemed to be warranted. In the event that the arbitrator(s) determine(s) that the Revocation Criteria set forth in Paragraph 6.01 of the Agreement have been satisfied, Revocation shall be deemed warranted.

(d) All costs and fees shall be shared equally as between the Arbitrating Content Participants, on the one hand, and the Affected Licensees, if any, that participate in the arbitration, on the other, provided, however, the arbitrator(s) may otherwise apportion such costs and fees among such Arbitrating Content Participants and Affected Licensees, if any, as the arbitrator(s) may determine.

(e) The prevailing party in such arbitration shall provide to Sony a copy of the arbitrator(s) decision. If, pursuant to this Paragraph 5(e), Revocation is warranted, Sony shall, promptly after it receives such decision, take steps to Revoke the applicable Device Node Key.

EXHIBIT H
FEES FOR DEVICE KEY SETS

Three Japanese Yen (¥3) per Device Key Set.

EXHIBIT I
FEE

Three Hundred Thousand Japanese Yen (¥300,000.-)